

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
Civil Action No. 3:12-CV-00090**

**FURNITURE DISTRIBUTORS,
INC.**

Plaintiff,

v.

**SOFTWARE SUPPORT-PMW,
INC.,**

Defendant.

VERDICT SHEET

Plaintiff's Claims

1. Did Defendant breach its contract with Plaintiff?

_____ YES ☒ NO

If you answer this issue "Yes," move to issue 2. If you answer this issue "No," move to issue 3.

2. What amount of money damages is Plaintiff entitled to recover from Defendant for breach of contract?

\$ N/A

3. Did Defendant commit fraud against Plaintiff?

_____ YES ☒ NO

If you answer this issue "Yes," move to issue 4. If you answer this issue, "No," move to issue 5.

4. What amount of money damages is Plaintiff entitled to recover from Defendant for fraud?

\$ N/A

5. Did Defendant make negligent misrepresentations to Plaintiff?

☒ YES ☐ NO

If you answer this issue "Yes," move to issue 6. If you answer this issue "No," move to issue 7.

6. What amount of money damages is Plaintiff entitled to recover from Defendant for its negligent misrepresentation(s)?

~~\$200,000~~ \$ ~~\$200,000~~ \$450,000

7. Did Defendant commit at least one of the following acts:

- a. Say that it could design a business management system to meet Plaintiff's needs while knowing it could not? NO
- b. Say that it could customize Positionsoft to replicate Plaintiff's manual processes while knowing it could not? NO
- c. Say that the business management system would be fully installed and operational at Plaintiff's headquarters within 3 months, and at Plaintiff's 54 stores within 1 year, knowing it would not? NO
- d. Knowingly overcharge Plaintiff for labor on the project? NO
- e. Knowingly overcharge Plaintiff for hardware on the project? NO
- f. Knowingly overcharge Plaintiff for travel expenses on the project? NO

8. If the answer to any of the subparts to issue 7 is "Yes," was Defendant's conduct a proximate cause of Plaintiff's injury?

YES N/A NO

If you answer this issue "Yes," move to issue 9. If you answer this issue "No," STOP. This is your verdict.

9. If the answer to issues 7 and 8 are "Yes," was Defendant's conduct in commerce or did it affect commerce?

_____ YES _____ NO

If you answer this issue "Yes," move to issue 10. If you answer this issue "No," STOP. This is your verdict.

10. What amount of money damages is Plaintiff entitled to recover from Defendant for its unfair or deceptive trade practices?

\$ _____

11. Is the Defendant liable to Plaintiff for punitive damages?

12. If the answer to issue 11 is "Yes," what amount of punitive damages, if any, does the jury in its discretion award to Plaintiff?

\$ _____

Defendant's Counterclaim

If you answered issue 1 "Yes" in favor of the Plaintiff, skip issues 13 and 14. This is your verdict.

13. Did Plaintiff breach its contract with Defendant?

☐ YES ☒ NO

If you answer this issue "Yes," move to issue 14.

14. What amount of money damages is Plaintiff entitled to recover from Defendant for breach of contract?

\$ ~~100~~ N/A

Jury Foreperson

Date